

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

ANNA S. LANGSTON and ETHAN)
LANGSTON)
)
Plaintiffs,)
)
v.) No. 2:21-cv-2055
)
STATE FARM FIRE AND CASUALTY)
COMPANY,)
)
Defendant.)

ORDER

This is an insurance case. Plaintiffs Anna S. Langston and Ethan Langston bring suit against Defendant State Farm, alleging breach of contract and bad faith refusal to pay under Tennessee law. (ECF No. 1.) The parties dispute whether Plaintiffs' all-risk homeowner's policy covers water damage to Plaintiffs' Germantown home. On March 15, 2022, State Farm moved for summary judgment. (ECF No. 21.) On June 13, 2022, the Court granted in part and denied in part State Farm's Motion (the "Order"). (ECF No. 35.) Plaintiffs now seek clarification of the Order (the "Motion"). (ECF No. 42.) State Farm has not responded. For the following reasons, the Motion is DENIED.

Plaintiffs say that the parties disagree about whether Plaintiffs "can seek damages for the cost to tear out and access the system from which the water escaped." (ECF No. 42.) The policy contains a tear-out provision that states:

If a Loss Insured to Coverage A property is caused by water or steam escaping from a system or appliance, we will also pay the reasonable cost you incur to tear out and replace only that particular part of the building or condominium unit owned by you necessary to gain access to the specific point of that system or appliance from which the water or steam escaped. We will not cover the cost of repairing or replacing the system or appliance itself.

(ECF No. 27-9.)

Plaintiffs ask the Court to clarify that they can seek damages for "(1) the water damage to the kitchen because of the broken plumbing system, (2) the cost to tear out and access the plumbing system, (3) but not the cost of replacing the plumbing system itself." (ECF No. 42.)

The Order held that: (1) the water damage to the kitchen cabinets is covered under the policy; (2) the damage to the plumbing system is not a covered loss; and (3) the tear-out provision does not apply to the plumbing system. (ECF No. 35.) Under the Order, Plaintiffs may only seek damages for (1) the water damage to the kitchen cabinets and (2) for tear-out costs for the kitchen cabinets, provided tearing out the kitchen

cabinets is "necessary to gain access to the specific point of that system or appliance from which the water or steam escaped."

There is no need for clarification. The Motion is DENIED.

So ordered this 15th day of July, 2022.

/s/ Samuel H. Mays, Jr.

SAMUEL H. MAYS, JR.
UNITED STATES DISTRICT JUDGE